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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
CREDITEK LLC,

Plaintiff,

-against-

NORTH GENERAL HOSPITAL,

Defendant.  
-----X

**DEFENDANT'S RULE 26  
INITIAL DISCLOSURES**

07 CV 9322 (DLC)(THK)

Pursuant to Federal Rule of Civil Procedure 26(a)(1)(A), Defendant North General Hospital (the "Hospital"), by its attorneys, Garfunkel, Wild & Travis, P.C., provides the following initial disclosures. The Hospital reserves the right to assert all privileges and objections under the Federal Rules of Evidence and the Local Rules for the Southern District of New York and to more fully disclose information as such becomes known.

**RESPONSE PURSUANT TO FED. R. CIV. P. 26(A)(1)(A)(i)**

Individuals likely to have discoverable information that the Hospital may use to support its claims or defenses include:

- a. John P. Maher, *Chief Operating Officer*, c/o Garfunkel, Wild & Travis, P.C.: Negotiations and discussions leading up to the outsourcing agreement (the "Agreement"), and the parties' performances under the Agreement;

- b. Michele Nobile, *Director of Revenue Cycle*, c/o Garfunkel, Wild & Travis, P.C.: Accounting and payments data as well as outpatient billing data;
- c. Michele Prisco, *Chief Information Officer*, c/o Garfunkel, Wild & Travis, P.C.: Accounting and payments data as well as outpatient billing data;
- d. Michael Greene, *former Chief Operating Officer*: Negotiations and discussions leading up to the Agreement, and the parties' performances under the Agreement;
- e. Frank Hagan, *former Chief Financial Officer*: Negotiations and discussions leading up to the Agreement, accounting and payments data as well as outpatient billing data;
- f. Jennifer Palmer, *former Director of Patient Accounts*: Accounting and payments data as well as outpatient billing data; and
- g. Maria Antunez, *former Outpatient Billing Manager*: Accounting and payments data as well as outpatient billing data.

**RESPONSE PURSUANT TO FED. R. CIV. P. 26(A)(1)(A)(ii)**

Copies, or description by category and location, of documents in the Hospital's possession that it may use to support its defenses:

Documents in the custody and control of the Hospital bearing significantly on the claims and defenses at issue include contracts, drafts, and/or correspondence relating to the following categories: the Agreement, billing data submitted by the Hospital to Plaintiff, billing data and invoices submitted by Plaintiff to the Hospital, payments made by the Hospital to Plaintiff, and the parties' performance under the Agreement. The subject information is maintained in the custody of Defendant and/or Defendant's counsel and shall be made available for discovery and inspection pursuant to notice, subject, however, to any and all applicable privileges.

In addition, the Hospital maintains an electronic information system that contains electronically stored data concerning the Agreement, accounting and payments data, and patient billing and collection data.

**RESPONSE PURSUANT TO FED. R. CIV. P. 26(A)(1)(A)(iii)**

As there is a pending Motion to Dismiss the Complaint, the Hospital has not yet answered or served counterclaims against Plaintiff; accordingly, the Hospital does not presently have any claims before this Court for damages.


**RESPONSE PURSUANT TO FED. R. CIV. P. 26(a)(1)(A)(iv)**

Upon information and believe, the Hospital has no insurance agreements that would satisfy any judgment.

The Hospital hereby reserves all objections regarding the competency, relevancy, materiality, privilege, and admissibility of any and all documents identified or the subject matter and/or testimony of persons identified herein, including, but not limited to, the right to object to the use of such documents or testimony at trial. The Hospital further reserves the right to object to future discovery requests, as well as the right to supplement and/or correct this response.

Dated: Great Neck, New York  
January 25, 2008

GARFUNKEL, WILD & TRAVIS, P.C.  
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